

OCEANS MANAGEMENT CONTRIBUTION PROGRAM

CONTRIBUTION AGREEMENT

Pilot deployment of Autonomous Offshore Marine Protected Area
Monitoring Systems on Dellwood Seamount

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister
of the Department of Fisheries and Oceans (herein referred to as "DFO")

OF THE FIRST PART

AND

UNIVERSITY OF VICTORIA, (herein referred to as the "Recipient")

OF THE SECOND PART

WHEREAS the Recipient has requested funding, through the Oceans Management Contribution Program ("the Program") to support Projects that contribute to the achievement of the DFO's objectives with respect to improving oceans governance and co-management of marine spaces through consultations and engagement, and increasing marine conservation efforts, supported by science evidence;

AND WHEREAS DFO has agreed to provide such funding to the Recipient to be used in accordance with this Agreement towards costs associated with carrying out the Projects in accordance with the terms and conditions of this Agreement;

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1 MAXIMUM AMOUNT OF THE CONTRIBUTION

- 1.1 In support of the Project, described in Annex A, and subject to the terms and conditions set out in this Agreement, DFO agrees to contribute up to a maximum amount of \$699,000 towards eligible expenditures described in the Budget (Annex B).
- 1.2 The maximum amount of the contribution is established as follows:
 - a) by Fiscal Year beginning on April 1 of a calendar year and ending on March 31 of the subsequent calendar year; and
 - b) in accordance with the Budget (Annex B) at:
 - \$385,000 for Fiscal Year 2017-2018;
 - \$314,000 for Fiscal Year 2018-2019;
 - Totaling \$699,000 for the funding provided by DFO under this Agreement.

2 CONDITIONS

- 2.1 The Recipient acknowledges that under section 40 of the *Financial Administration Act* (R.S.C. 1985, c. F-11), any payment under this Agreement is subject to an annual appropriation for the Fiscal Year in which any commitment hereunder would come in course of payment. Therefore, funding for this Agreement may be reduced or terminated at DFO's discretion in response to the government's annual budget or a parliamentary spending decision that has an impact on the Program under which this Agreement is made.
- 2.2 Any payment under this Agreement is subject to the continuance of the Program under which this Agreement is made and the terms and conditions for the Fiscal Year in which any commitment hereunder would come in course of payment. Therefore, funding under this Agreement may be

reduced or terminated at DFO's discretion in order to comply with any government decision that has an impact on the Program or its terms and conditions.

- 2.3 In the event of a proposed reduction or termination to the funding of the Program under subsection 2.1 or 2.2, DFO may, after giving the Recipient a written notice of (30) thirty days, reduce the funding or terminate this Agreement. If as a result of reduction in funding, the Recipient is unable or unwilling to complete the Project, the Recipient may, after giving DFO a written notice, terminate this Agreement. Subject to the terms and conditions of this Agreement, in the event that this Agreement is terminated, the obligations of both Parties will cease.
- 2.4 The Recipient agrees that:
- a) any payment under this Agreement is subject to a total financial assistance of all level of governments (stacking of federal, provincial, territorial and municipal financial assistance) and will not exceed one hundred percent (100%) of the Project's eligible costs;
 - b) it shall, without delay, inform DFO of any change to the budget, the Project objectives and/or activities, or of any change in anticipated funding and any additional amount that is received for the Project; and
 - c) if the total governmental financial assistance exceeds the percentage prescribed in paragraph a) of this section or if the Project generates a profit, or receives other sources of funding for the purpose of the Agreement, DFO may reduce the contribution, request reimbursement of any overpayment or renegotiate the expected activities/results.

3 ELIGIBLE EXPENDITURES

- 3.1 The Parties agree that only the budget categories of expenditures described in Annex B are eligible under this Agreement.
- 3.2 The Recipient agrees that the DFO's contribution only covers actual costs of those eligible expenditures described in Annex B of the Agreement. Hospitality, major capital assets, travel not directly related to Project, core or ongoing operating expenses and profit are not eligible costs for this Program.
- 3.3 DFO does not reimburse the tax paid by the Recipient for goods and services for which the Recipient is entitled to tax credit or reimbursement.
- 3.4 In accordance with the Reporting Requirements and Payment Schedule (Annex C) and the Budget (Annex B), eligible expenditures must be incurred by the Recipient in the Fiscal Year they are allocated and the Recipient may report an eligible expenditure to a subsequent Fiscal Year only with the written authorization of the Minister.
- 3.5 The Recipient declares that it will receive, or expects to receive, the financial support and in-kind assistance for the Projects defined in Program Description (Annex A) as listed in the budget (Annex B).

4 REALLOCATION OF FUNDS BETWEEN COST CATEGORIES

- 4.1 The Recipient is permitted to reallocate funds between categories of eligible expenditures, as identified in the Budget (Annex B), under the following conditions:
- a) Within a current Fiscal Year, a reallocation is greater than twenty percent (20%) of the DFO annual contribution for this Fiscal Year, the Recipient must obtain a written authorization from DFO and the Parties shall amend this Agreement; or
 - b) Within a current Fiscal Year, a reallocation is up to twenty percent (20%) of the DFO annual contribution for the current Fiscal Year, the Recipient is not required to obtain a written

authorization from DFO but the reallocation must be formally explained and included in the cash flow statement and any audited or non-audited financial reports or statement required under this Agreement

- c) If the reallocation results in adding or deleting a budget category, a change in the Project objectives, activities, outcomes or results, the Recipient must obtain a written authorization from DFO.
- 4.2 Despite any reallocations, the maximum amount of funding will remain the same as set out in subsection 1.2.

5 PAYMENT SCHEDULE AND FINAL PAYMENT (HOLDBACK)

5.1 DFO agrees to provide the Recipient with advance payments under the following terms and conditions:

- a) The Recipient has presented a written request for an advance payment considered acceptable by DFO in both form and content;
 - b) The Recipient accepts to provide a cash flow statement identifying the projections of expenditures and any other information that DFO may require, using the Cash Flow Projection of Eligible Costs form provided in Annex E;
 - c) DFO will provide to the Recipient, upon its request, an initial advance payment for up to a one (1) month period, based on the cash flow statement submitted by the Recipient and approved by DFO in accordance with the Reporting Requirements and Payment Schedule (Annex C);
 - d) DFO may alter the frequency and/or amount of such advance payments at any time by giving a thirty (30) days notice to the Recipient in writing;
 - e) The Recipient must maintain a record of all funds received from DFO as well as any eligible expenditures incurred and to submit the updated financial reporting, as required by subsection 6.2, using the form provided in Annex D;
 - f) If the amount of the advance is less than the eligible expenditures incurred for which the advance was approved, DFO will reimburse the difference to the Recipient; without exceeding the maximum annual amount pursuant to subsection 1.2; and
 - g) If the amount of the advance is more than eligible expenditures incurred for which the advance was approved, the Recipient must reimburse the difference to DFO or DFO will recover the surplus from any sums payable to the Recipient.
- 5.1 DFO may issue a payment only after being satisfied that the Recipient has complied with its obligations under this Agreement, including but not limited to the production of the following reports:
- a) All cash flow statements and financial reporting required under subsection 6.1 and subsection 6.2.
 - b) The final financial reporting statement required under subsection 6.3.
 - c) All interim or final Project Progress/Activity Report required under subsection 7.
- 5.2 DFO will issue a final payment at the end of this Agreement (holdback), representing five percent (5 %) of the DFO's contribution, only when she/he is satisfied that the Recipient has complied with all the obligations under this Agreement.

6 FINANCIAL REPORTING

The Recipient must account for the use of the funds and demonstrate that obligations under this Agreement have been met. To this end, the Recipient shall:

- 6.1 The Recipient shall provide to DFO with an initial cash flow statement (Annex E) upon the signature of the Agreement. The cash flow must contain a presentation of the Project budget, as categorized in the Budget (Annex B), and include a statement of forecasted expenditures. It must be certified by a person duly authorized by the Recipient.
- 6.2 The Recipient shall provide to DFO an updated cash flow statement (Annex E) and Project Progress/Activity Report (Annex D). The cash flow statement and Project Progress/Activity Report must contain a presentation of the Project budget, as categorized in the Budget (Annex B), and include a statement of revenue and expenditures. It must be certified by a person duly authorized by the Recipient and show any reallocations of funds between budget items, as per the requirements of section 4, and supporting documentation for the reallocation.
- 6.3 The Recipient shall provide to DFO a final cash flow statement (Annex E) and Project Progress/Activity Report (Annex D) on the Project. The cash flow statement and Project Progress/Activity Report must contain a presentation of the Project budget, as categorized in the Budget (Annex B), and include a statement of revenue and expenditures. It must be certified by a person duly authorized by the Recipient and show any reallocations of funds between budget items, as per the requirements of section 4, and supporting documentation for the reallocation. The final cash flow statement and Project Progress/Activity Report must be submitted to DFO no later than sixty (60) days after the completion of the Project activities.
- 6.4 All sources of funding and all in-kind contributions for the Project shall be identified separately in the Budget (Annex B) and be identified in the Financial Summary as described in Annex D.

7 NON-FINANCIAL REPORT

- 7.1 At the end of the Project, the Recipient shall provide DFO a final Project Progress/Activity Report (Annex D) no later than sixty (60) days after the end of the Projects.
- 7.2 The recipient shall provide DFO with any additional information that DFO deems necessary for the purpose of this Agreement.

8 SURPLUS AND DEFICIT

- 8.1 Any deficit remaining upon expiry of this Agreement is the sole responsibility of the Recipient.
- 8.2 Any surplus remaining upon expiry of this Agreement constitutes a debt due to Crown.

9 EQUIPMENT

Any equipment purchased under this Agreement shall become the property of the Recipient.

10 PROJECTS' RECORDS

The Recipient shall:

- a) Maintain separate accounting records, clearly identifying revenues and expenditures for the Project, and in the case of any in-kind contributions to the Project by the Recipient or by third parties, records supporting the provision of such in-kind contribution;

- b) Maintain financial records with respect to DFO's contribution in accordance with generally accepted accounting principles as prescribed in the *Canadian Institute of Chartered Accountants Handbook*, including records of all expenditures made by the Recipient in relation to the Project and invoices, receipts and vouchers relating thereto; and
- c) Retain all materials and records relating to this Agreement and the Project for a period of no less than five (5) years following the expiry or termination of this Agreement.

11 AUDIT

- 11.1 The Recipient agrees that DFO may appoint independent auditors, at DFO's expense, during the term of this Agreement and within five (5) years following the expiry or termination thereof to review the records maintained by the Recipient in order to ensure compliance with all financial and non-financial provisions of this Agreement, including the management of funds provided by DFO and the consistent application of generally accepted accounting principles in the maintenance of financial and accounting records.
- 11.2 The Recipient agrees that DFO may cooperate and share information with other Government of Canada departments or agencies for the purpose of Single Recipient Audit. Single Recipient Audit, utilizes a coordinated approach to recipient audit, whereby an auditor representing different departments or different programs within one department conducts a single audit of a common recipient to verify compliance with terms and conditions of some or all funding agreements.
- 11.3 The Recipient shall give access to their premises and make all materials and records available to DFO for the purpose of any evaluation or audit conducted under this Agreement, without charge, during regular business hours within seventy-two (72) hours after receiving written notification and shall make available any supporting documents, records, registers or other documents when requested. The Recipient shall provide copies of records and registers when requested, without charge.
- 11.4 The Recipient shall make any materials and records mentioned in subsection 10 available to the Auditor General of Canada when requested by the Auditor General for the purpose of an inquiry under subsection 7.1(1) of the *Auditor General Act*, R.S.C., 1985, c. A-17.

12 OVERPAYMENT

- 12.1 The Recipient is deemed to have received an overpayment if any of the following occurs:
 - a) Sums were paid to the Recipient but remained unexpended by the end of the last Fiscal Year covered by this Agreement or the date of expiry or termination of this Agreement;
 - b) The Recipient's updated cash flow statement has been completed, and an overpayment has been identified as a result of ineligible expenditures;
 - c) DFO carries out a financial analysis or audits the financial statements of the Recipient and an overpayment is identified as a result of ineligible expenditures or costs;
- 12.2 The Recipient recognizes that expenditures may be deemed ineligible if there is no related invoice, receipt or other supporting documents or if, in the opinion of DFO, the expenditures cannot be substantiated.
- 12.3 Any overpayment is a debt to the Crown and payable by the Recipient. Reimbursements due to DFO by the Recipient shall be made to the Receiver General of Canada.
- 12.4 Should the Recipient fail to pay any debt to the Crown in full, interest on the outstanding debt shall accrue in accordance with the federal government's *Interest and Administrative Charges Regulations* until the full amount payable has been received by DFO.

13 PUBLIC ANNOUNCEMENT AND COMMUNICATIONS

- 13.1 Subject to subsection 13.2, the Recipient may publicly acknowledge the Contribution provided by DFO under this Agreement in any publication, other media or public information release with respect to the Project.
- 13.2 Any reproduction of a corporate symbol of the Government of Canada that is used in an acknowledgement by the Recipient under subsection 13.1, will be in a manner satisfactory to DFO. The Recipient will submit the publication, media or public information release, as applicable, to the DFO representative identified in the Notices section 26 of the Agreement for approval at least two (2) weeks before printing or publication.

14 INTELLECTUAL PROPERTY

- 14.1 DFO and the Recipient may negotiate the terms by which intellectual property that is created, gathered or organized by the Recipient in carrying out the Project may be shared.
- 14.2 The Recipient agrees to make the results of the Project widely accessible within a reasonable time but no later than two years following completion of the Project.
- 14.3 DFO will not claim ownership of any intellectual property arising from the Project, but may use any material and information produced under this Agreement ("Information") for DFO and Government of Canada purposes without any restrictions except as stipulated in section 14.4 herein.
- 14.4 If DFO wants to disclose any Information that was not previously disclosed by virtue of section 14.2, DFO will submit this Information to the Recipient for review and the Recipient may within thirty (30) days afterwards request DFO by written notice to withhold disclosure of the Information or any portions thereof for a reasonable time for the purpose of a scientific publication, filing a patent application, or both. Upon being so notified DFO may either withhold disclosure of the Information or of the portions designated by the Recipient for a reasonable time, not to exceed one year from the date of the written notice, to allow the Recipient to publish and to file a patent application.
- 14.5 Notwithstanding the preceding sections, neither Party may release confidential Information of the other Party in any way whatsoever without the other Party's prior written authorization; however, any confidentiality obligation shall be subject to access to Information and privacy protection legislation, including the *Access to Information Act* and the *Privacy Act*.

15 NO EMPLOYEE RELATIONSHIP, AGENCY RELATIONSHIP OR ASSIGNMENT

- 15.1 Nothing in this Agreement, nor any acts of the Recipient or of DFO creates or is intended to create an agency, association, employer-employee, or joint-venture relationship between the Recipient and Her Majesty the Queen in right of Canada.
- 15.2 Neither Party will at any time hold itself out as acting as an agent of the other Party.

16 ASSIGNMENT

The Recipient shall not assign its rights or obligations hereunder to any person without the express written consent of DFO and shall be and remain jointly and severally liable for all obligations to DFO notwithstanding any assignment.

17 CONFLICT OF INTEREST

- 17.1 No member of the House of Commons or the Senate will be admitted to any share or part of this Agreement or to any benefit arising from it that is not otherwise available to the general public.
- 17.2 No individual, for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* apply, will derive any direct benefit from this Agreement unless that individual is in compliance with such legislation and codes. The Recipient will disclose to DFO any individual it intends to hire or remunerate who was formerly or is presently a federal public servant.

18 LOBBYING

The Recipient will ensure that any individual lobbying on its behalf is in compliance with the *Lobbying Act*.

19 LIABILITY

The Recipient agrees that DFO and her/his employees and agents shall not be held liable for any injury, including death to any person, or for any loss or damage to property of the Recipient or for any obligation of the Recipient or anyone else, incurred or suffered by the Recipient or its employees, agents or voluntary workers in carrying out the Project, including loans, capital leases or other long term obligations in relation to the Agreement.

20 INDEMNIFICATION

The Recipient shall indemnify and save harmless DFO and her/his employees and agents from and against all claims, losses, damages, costs, expenditures, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Recipient or its employees, agents or voluntary workers in carrying out the Project, except that DFO shall not claim indemnification under this section to the extent that the injury, loss or damage has been caused by DFO or her/his employees or agents.

21 DISCLOSURE

- 21.1 Information gathered by the Parties in carrying out this Agreement is subject to the applicable federal and provincial legislations, regarding access to information and privacy.
- 21.2 The Recipient acknowledges that the DFO may make this Agreement public along with any reports, audits, evaluations or other documents produced in connection with this Agreement and any information contained in them.

22 DEFAULT AND REMEDIES

- 22.1 Any of the following events constitute a default to this Agreement:
- a) the Recipient becomes bankrupt or insolvent or is placed in receivership or takes the benefit of any statute relating to bankrupt and insolvent debtors;
 - b) an order is made or a resolution is passed for the winding-up of the Recipient or the Recipient is dissolved;
 - c) in DFO's reasonable opinion, there is a change in risk that would jeopardize the success of the Project or the achievement of its objectives;
 - d) the Recipient, either directly or through its representatives, makes a false or misleading statement to DFO;

- e) in DFO's reasonable opinion, the Recipient is in breach of the performance of, or compliance with, any term, condition, milestone, deadline, commitment or obligation provided for in the Agreement; or,
- f) the Recipient no longer meets the eligibility criteria of the Program.
- 22.2 If there is a default or if, in DFO's opinion, there is likely to be a default, DFO may, after giving written notice to the Recipient and if the Recipient does not remedy the default within thirty (30) days, do any of the following: reduce the contribution level, suspend any payment, make arrangements under particular terms and conditions so that the Project is completed or continued by another recipient, rescind this Agreement and immediately terminate any financial obligation arising out of it and therefore require repayment of amounts already paid.
- 22.3 The fact that DFO refrains from exercising a remedy or any right herein must not be considered a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on DFO shall not prevent DFO in any way from later exercising any other remedy or right under the Agreement or other applicable law.

s.19(1)

23 TERMINATION

- 23.1 DFO may terminate this Agreement upon ten (10) days written notice if it is determined by DFO that the Projects outlined in Projects Description and Activities (Annex A) are not being carried out or the deliverables and/or results outlined in Annex A cannot be achieved. Upon termination of this Agreement, the Recipient shall return to DFO any contributions, made by DFO, which are in excess of the eligible expenses incurred by the Recipient up to the date of notice.
- 23.2 The Recipient must inform DFO of any circumstances which may render the Projects no longer eligible and provide any documentation required to verify eligibility. If ineligibility is confirmed, or if any other misrepresentation of the facts relative to the contribution has occurred, DFO shall terminate the Agreement.
- 23.3 This Agreement may be terminated by either Party with ten (10) days notice in writing given to the other Party.

24 DISPUTE RESOLUTION



If any issue arises under this Agreement, the Parties will attempt to resolve the issue in a collaborative and informal manner. Where an issue remains unresolved, the Parties may develop and implement a mutually agreed-to issue resolution process to resolve the issue.

25 NOTICE

Where any information or communication is required to be given under this Agreement, it will be in writing and delivered personally or by courier, registered mail, electronic mail or facsimile transmission, and unless notice to the contrary is given, will be addressed to the Party at:

To Recipient:

University of Victoria
Ocean Networks Canada
2300 McKenzie Ave
Victoria, British Columbia V8W 2Y2
Attention: Kim Juniper

Telephone: 
Email: 

To DFO:

Fisheries and Oceans Canada
200 Kent Street,
Ottawa, Ontario K1A 0E6
Attention: Chantal Gregoire

Telephone: 613-799-1721
Email: chantal.gregoire@dfo-mpo.gc.ca

A notice or communication will be deemed to have been received:

- a) the following business day if sent by facsimile or delivered in person;
- b) three (3) business days after sending if sent by e-mail;
- c) five (5) business days after the posting if sent by regular mail; or
- d) when receipt has been acknowledged by the other Party if sent by courier or registered mail.

A Party may change its representative and contact information by giving written notice of the change to the other Party.

26 SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal or unenforceable by a competent court, that provision must be removed from this Agreement without affecting any other provision of the Agreement.

27 SURVIVAL

All obligations of confidentiality, representations and warranties set out in this Agreement as well as the provisions which bind the Recipient which, by the nature of the rights or obligations might reasonably be expected to survive, must survive the expiry or termination of this Agreement.

28 AMENDMENTS

This Agreement must only be amended by mutual, written consent of the Parties hereto. To be valid, any amendment to the Agreement must be in writing and signed by the Parties hereto or by their duly authorized representatives, while the Agreement is in effect.

29 GOVERNING LAW

This Agreement must be governed by and interpreted in accordance with the applicable laws in the Province of British Columbia

30 LANGUAGES

The Recipient shall respect the spirit and the intent of the *Official Languages Act* when serving the public through its Projects. Linguistic requirements may apply to the Projects depending on the specificity of the regions, locations and/or targeted audiences of the Projects. The Recipient, in consultation with DFO, must determine the linguistic obligations resulting from the Projects based on the linguistic composition of the targeted public.

31 EFFECTIVE DATE AND DURATION

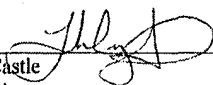
- 31.1 This Agreement is effective on the date of the last signature below.
- 31.2 Subject to termination, the terms and conditions of the Agreement remain in effect until May 31, 2019

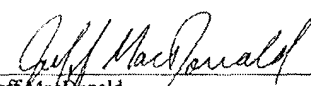
31.3 Subject to the provisions found in this Agreement, only those expenditures incurred by the Recipient from the effective date to March 31, 2019 are considered eligible expenses.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

UNIVERSITY OF VICTORIA by its duly
authorized representative

HER MAJESTY THE QUEEN IN RIGHT
OF CANADA as represented by the Minister of
Fisheries and Oceans


Dr David Castle
VP Research



Jeff MacDonald
Director General
Oceans Management

MAR 01 2018

FEB 28 2018

Date

Date


Dr. Kate Moran

for President, Ocean Networks Canada


Date

ANNEX A

PROJECT DESCRIPTION AND ACTIVITIES

Objectives

This collaboration between the Department of Fisheries and Oceans, Ocean Networks Canada and Oceana Canada will undertake broad scale remotely operated underwater vehicle (ROV) and multibeam bathymetry surveys of Explorer and Dellwood Seamounts, and Bowie Seamount (ROV surveys only) situated within the Offshore Pacific Area of Interest, and establish an Marine Protected Area (MPA) monitoring site on Dellwood Seamount. The expedition's broad-scale survey activities will produce multi-beam bathymetry maps of the two seamounts, and provide information on the depth and topographic distribution of Vulnerable Marine Ecosystems, in particular sponge and deep-sea corals. At a selected sponge/coral site on Dellwood Seamount, we will deploy an Autonomous Offshore MPA Monitoring System to acquire environmental data (temperature, salinity, depth, dissolved oxygen, currents). The resulting year-long time series will provide insight into seamount habitat variability at the intra-annual scale, and establish a baseline for evaluating long-term change. A similar approach to MPA monitoring is being implemented at the Endeavour Hydrothermal Vents MPA where cabled sensor platforms continuously record environmental data. At the monitoring site on Dellwood Seamount, the project will also conduct high resolution surveys of the benthic ecosystem to optimize placement of the monitoring system, provide context for interpreting monitoring data, and establish benchmarks for documenting future ecosystem variability and attainment of conservation objectives. These surveys will include precision acoustic navigation and overlapping ROV video transects to support reconstruction of species-habitat relationships using tools such as image mosaicking. High-resolution spatial data will be congruent with the larger-scale bathymetric, habitat and ecosystem distribution maps produced by the cruise. As at the Endeavour MPA, these nested maps, together with environmental data, will enable ecosystem change at the monitoring site to be related to local processes and those acting at the scale of the entire MPA. For example, time series information from Dellwood Seamount will support future, evidence-based evaluation of ecosystem responses to fisheries closures and potentially confounding influences such as the ongoing expansion of the Oxygen Minimum Zone in the northeast Pacific.

Discussions have been initiated to include the Haida First Nation in this collaboration.

Description/Work Plan

Prior to March 31, 2018

1. Ocean Networks Canada - Establish charter of Exploration Vessel (E/V) Nautilus, operated by Ocean Exploration Trust and pay deposit as contractually required by Ocean Exploration Trust to secure E/V Nautilus ship time.
2. DFO/Oceana/Ocean Networks Canada - Develop detailed requirements for high resolution habitat survey. Draft preliminary survey procedures, including remotely operated vehicle (ROV) dive plans, and recommendations for area coverage. Work with Haida First Nation to identify research & communication priorities.
3. Ocean Networks Canada - Complete design for monitoring system and initiate procurement.
4. DFO/Oceana/Ocean Networks Canada - draft data sharing and communications agreement for cruise, based on March 2018 Central Coast cruise

April 1 - July 31, 2018 (pre-cruise activities and cruise)

1. Ocean Networks Canada - Complete procurement and testing of monitoring system components. Assemble systems on deployment platforms. Develop deployment plan for platforms using the Nautilus' Medea vehicle (initial placement on seafloor) and Hercules ROV (final positioning and adjustment).
2. Ocean Networks Canada - Provide documentation and training session for DFO technical personnel in the operation and deployment of the monitoring platforms.
3. All Partners - Develop work plans for broad-scale and high resolution surveys and deployment of monitoring system during expedition on E/V Nautilus.
4. All Partners - Expedition to Explorer, Dellwood and Bowie Seamounts on EV Nautilus. Undertake broad scale multi-beam and ROV surveys. Use survey results to identify location on Dellwood Seamount for monitoring site (sponge/coral & hydrothermal). Execute high resolution, multi-beam (1 day/site) and ROV video (1 day/site) survey at monitoring site. Deploy monitoring platform to seafloor using Nautilus Medea vehicle (1 day). Reconfigure for ROV operations to position monitoring platforms within target habitat, adjust to optimize capture of data relevant to primary ecosystem components and survey in platform (star pattern video transects) to register to high resolution map (2 days).

Expected Outcomes

The goals of this project are to increase knowledge of the distribution of Vulnerable Marine Ecosystems within the Offshore Pacific Area of Interest, and to provide first information on environmental variability and species responses to inform the development of conservation and management objectives for Dellwood Seamount and other seamounts within the future MPA.

ANNEX B - BUDGET

2017-2018

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Department of Fisheries and Oceans Funding	Other Government Funding	Non-Government Funding and other	Total
Rental or lease of vehicles, vessels and aircraft in support of Project activities	385,000		35,000	420,000
Sub-Total - Cash	385,000		35,000	42,000
Ocean Networks Canada (salary)			4,000	4,000
Subtotal - in kind			4,000	4,000
Total Expenditures:	385,000		39,000	424,000

2018-2019

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Department of Fisheries and Oceans Funding	Other Government Funding	Non-Government Funding and other	Total
Rental or lease of vehicles, vessels and aircraft in support of Project activities	314,000		440,000	754,000
Software and computer equipment			160,000	160,000
Sub-Total - Cash	314,000		600,000	914,000
Ocean Networks Canada (salary)			16,450	16,450
Subtotal - in kind			16,450	16,450
Total Expenditures:	314,000		616,450	930,450

ANNEX C

REPORTING REQUIREMENTS AND PAYMENT SCHEDULE

Advanced Payments			
Schedule Payment Date	Period Covered for payments	Required documents	Reporting Due Dates
30 days from the receipt of the reporting	Last Date of Signature to March 31, 2018	<ul style="list-style-type: none"> Updated cashflow statement 	March 31, 2018
30 days from the receipt of the reporting	April 1, 2018 to March 31, 2019	<ul style="list-style-type: none"> Updated cash flow statement (Annex E) 	April 30, 2018
Final Payment (holdback) at the end of the Agreement			
<ul style="list-style-type: none"> Final payment (holdback) released upon receipt and approval of final cash flow statement and Final Project Progress/Activity Report. Final Payment (holdback 5%= up to \$34,950) 		<ul style="list-style-type: none"> Final cashflow statement Final Progress Progress/ Activity Report 	May 31, 2019

ANNEX D

(INTERIM/FINAL) PROJECT PROGRESS/ACTIVITY REPORT
Oceans Management Contribution/Grants Program

Fiscal Year:	
Name and Address of Recipient:	University of Victoria Ocean Networks Canada 2300 McKenzie Ave Victoria, British Columbia V8W 2Y2
Amount of Approved Contribution for Fiscal Year:	

Reporting period: from: _____ to: _____

Type of report: <input type="checkbox"/> Progress Report <input type="checkbox"/> Year End Report	Purpose of report: <input type="checkbox"/> Request for advance payment <input type="checkbox"/> Request for reimbursement <input type="checkbox"/> Release holdback <input type="checkbox"/> Other: _____
--	---

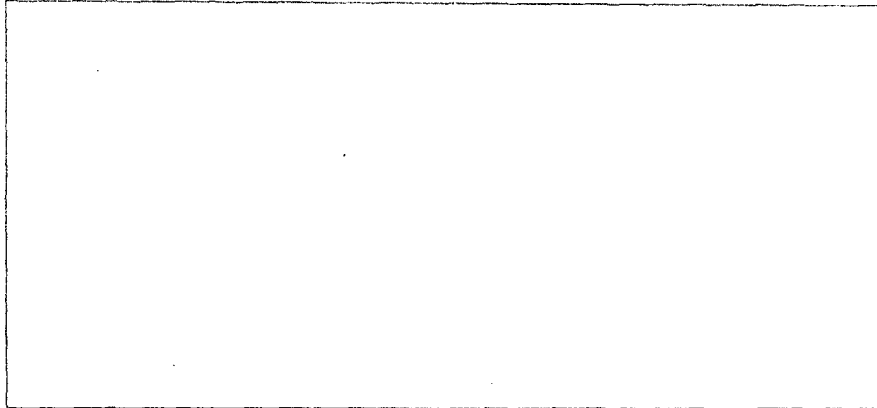
Section 1 – Financial Summary – Complete budgeted cash & in-kind lines prior to signing

Eligible Cost Category	Budgeted Cash Amount	Budgeted In-Kind Amount	Cash received to date (fill in total only)	In-Kind received to date (fill in total only)	Expenses to date
1 Rental or lease of vehicles, vessels and aircraft in support of Project activities;					
2 Software and computer equipment					
TOTAL AGREEMENT					

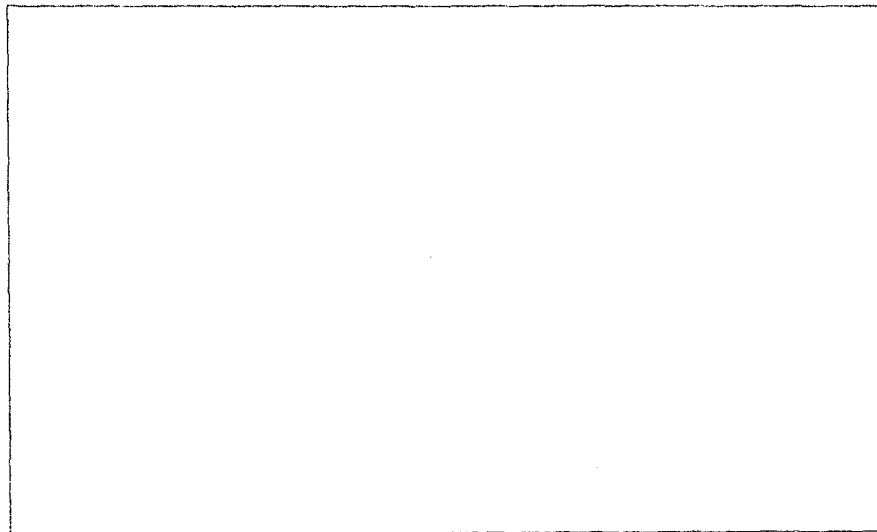
Section 2 – Reporting

Using your Project work plan as a guide:

- a) Provide a brief description of events related to the Project during the period covered by the report.



- b) Describe the activities completed and results obtained with respect to the objectives of the Project during the period covered by the report.



- c) Explain how these results contribute to one or both of the Program outcomes: to work collaboratively to support oceans conservation and management activities and/or to increase knowledge on the components, functions and state of Canada's Marine Environment. **(Final Report Only)**

- d) Provide a description and explanation of the key successes, difficulties and challenges encountered by the Project staff in achieving the objectives of the Project during the period covered by the report.

- e) Provide a brief description of the activities to be completed during the next reporting period and any expected changes to the action plan. (Interim Report)

- f) This section is in relation to the current cash flow. Respond to the following, if they apply to your situation:

- If there are differences between what you expected to spend and what you did spend in any of the line items, provide a brief explanation for why/how the differences occurred.
- If your project forecast has changed from that outlined in your Contribution Agreement, provide an explanation for the changes. In particular, identify how these changes will impact on the activities and timelines for them as per the Contribution Agreement.

Signature of Project Coordinator

Date

ANNEX E
CASH FLOW PROJECTION OF ELIGIBLE COSTS

Fiscal Year 2017-2018

- ☒ Original
- ☐ Revised as of _____

MONTH	\$ AMOUNT Current Fiscal Year
April	
May	
June	
July	
August	
September	
October	
November	
December	
January	
February	
March	\$ 385,000
TOTAL	

NOTES:

Please provide the monthly breakdown of Eligible Costs for future months and only for months for which Activities are planned. The total amount for the current Fiscal Year should equal the contribution amount for the applicable Fiscal Year.



Signature of Project Coordinator

1 March 2018

Date

Brigitte Boutin
Chief Finance & Operating Officer
Ocean Networks Canada

**ANNEX E
CASH FLOW PROJECTION OF ELIGIBLE COSTS**

Fiscal Year 2018-2019

☒ Original

☐ Revised as of _____

MONTH	\$ AMOUNT Current Fiscal Year
April	
May	
June	
July	
August	\$ 314,000
September	
October	
November	
December	
January	
February	
March	
TOTAL	\$ 314,000

NOTES:

Please provide the monthly breakdown of Eligible Costs for future months and only for months for which Activities are planned. The total amount for the current Fiscal Year should equal the contribution amount for the applicable Fiscal Year.

Brigitte Boutin
Signature of Project Coordinator

11 March 2018
Date

Brigitte Boutin
Chief Finance & Operating Officer
Ocean Networks Canada

ANNEX F

ELIGIBLE COSTS

Eligible expenses include reasonable and properly itemized costs directly related to the eligible activities, including:

- Administrative overhead up to 10% of eligible costs of Project;
- Salary and wages and other labour expenses; including contributions to Employment Insurance, the Canada Pension Plan, the Workers' Compensation Board, the Provincial Pension Plan or other Employee Benefit Plans;
- Travel and related expenditures in keeping with National Joint Council Travel Directive;
- Professional services;
- Utilities;
- Materials and supplies;
- Conferences and meetings (organization and/or participation in);
- Rental of office space, a room, set of rooms, buildings and/or facilities;
- Rental or lease of vehicles, vessels and aircraft in support of Project activities;
- Training;
- Equipment and gear purchase or rental;
- Software and computer equipment;
- Repair and maintenance; and,
- Federal and Provincial taxes, only after credits and reimbursements have been considered.

Expenses other than those herein allowed are ineligible, unless specifically approved in writing by the Minister of the Fisheries and Oceans or his/her deputy head in the amendment of these Terms and Conditions. Specifically, costs associated with lobbying activities including support for political activities and causes and costs relating to the purchase of large capital assets such as buildings, vehicles and marine vessels are ineligible.

ANNEX G

DEFINITIONS

In this Agreement:

"Agreement" means this Agreement and any Schedules attached to it, as amended from time to time in accordance with this Agreement;

"Fiscal Year" means the one year period beginning with April 1 of a calendar year and ending with March 31 of the next calendar year;

"Parties" means the Recipient and DFO and **"Party"** means either one of them; and

"Project" means a planned set of interrelated tasks to be executed over a fixed period and carried out by the Recipient set out in the Project Description and Activities in Annex A.

In-kind (only) Agreement

**CANADA, OCEANA CANADA, COUNCIL OF HAIDA NATION
AND OCEAN NETWORKS CANADA**

COLLABORATIVE AGREEMENT

THIS AGREEMENT is effective as of June 25th 2018 made between :

**HER MAJESTY the Queen in right of Canada ('Canada'), as represented by the
Minister of Fisheries and Oceans and Canadian Coast Guard ("DFO")**

AND:

**Oceana Canada, a not-for-profit corporation without share capital under the Canada
Not-for-profit Corporations Act with a head office located in Toronto, in the province of
Ontario ("Oceana")**

AND:

**Ocean Networks Canada Society, a not-for-profit society of the University of Victoria
("ONC").**

AND:

**The Council of the Haida Nation, the official governing body of the Haida Nation,
pursuant to the Constitution of the Haida Nation("CHN").**

and is effective as of the date of execution by DFO, Oceana, CHN and ONC.

RECITALS

**WHEREAS the Oceana, CHN, ONC and DFO (each shall be referred to as 'Party' and and together shall
be referred to as 'Parties') wish to collaborate on a project entitled 'Offshore Survey on the EV Nautilus-
July 2018' as described in Appendix A hereto ('Project'); and**

**WHEREAS the Parties have a joint interest in the expected results of this collaboration and have shared
and compatible objectives associated with the Project; and**

**WHEREAS the Parties agree to have a fair allocation of risk, supported by a Project Management and
Risk Mitigation framework associated with the Project; and**

WHEREAS the Project is relevant to DFO's Mandate, Strategic Outcomes and priorities; and

000735-0000.0001 00424497

WHEREAS this Agreement is neither a procurement agreement pursuant to the Government Contracts Regulations, nor a transfer payment agreement pursuant to the Treasury Board Policy on Transfer Payments;

THEREFORE, the Parties agree as follows:

1. Definitions

- (a) "Agreement" means the recitals, definitions, terms, conditions and obligations stipulated herein including the stipulations in the appendices affixed hereto.
- (b) "Background Information" means any data, software, products and processes in a Party's possession prior to the start of the Project.
- (c) "Biological Material" means any living organisms, including animals, and any material produced by and extracted from living organisms.
- (d) "Contribution" means resources that are provided and used by any Party for the Project. The term should not be confused with a Government of Canada Contribution, as per the Treasury Board Policy on Transfer Payments.
- (e) "In-kind Expenditures" means Project Expenditures that a Party incurs internally for the Project, accounting for its contribution to the Project in the form of salaries and salary benefits for its employees participating in the Project and other Project expenditures, but excluding any costs associated with equipment, instruments and facilities acquired by the Party prior to the Project.
- (f) "Fiscal Year" means any twelve month period starting April 1st of the year and ending March 31st of the following year.
- (g) "Intellectual Property" or "IP" means any invention, and any other product of intellectual activity in the industrial, scientific, literary, or artistic fields including all intellectual creation that may be or is legally protected through patents or as copyright, industrial design, integrated circuit topography, under the plant breeders' rights, or subject to protection under the law as trade secrets or as confidential information.
- (h) "Organizations" means Oceana and ONC.
- (i) "Project" means the "Offshore Survey on the EV Nautilus-July 2018" as described in Appendix A hereto.
- (j) "Project Authority(ies)" means the person or persons designated by each Party to manage and oversee the execution of this Agreement on its behalf.
- (k) "Project Expenditures" means expenditures required for the Project, including all applicable taxes, which are itemized in Appendix B, and consisting of In-kind Expenditures.
- (l) "Project Risk Analysis" means the project risk analysis outlined in Appendix C to this Agreement.
- (m) "Results" means all data, software, products and processes arising from the Project whether or not they may be subject to IP rights.

2. The Project

(a) General description, purpose and expected results of the Project

The Project expedition, as further described in Appendix A hereto, will explore the Offshore area of British Columbia in July 2018 aboard the Nautilus, using Remotely Operative Vehicle (ROV) and multibeam technology. The data collected as part of this expedition will contribute scientific evidence to protect habitats with high conservation value to marine biodiversity and to support marine planning and management initiatives, including the Offshore Pacific Area of Interest ("AOI") and the SGaan Kinghlas-Bowie Seamount Marine Protected Area ("MPA"). Taken together, these constitute areas with:

- i. Ecological significance yet limited data; and,
- ii. A historical, cultural, and spiritual connection to the Haida Nation and lies within Haida traditional territory.

(b) Benefits each party will receive from the Project

Benefits to DFO:

This project will help collect baseline information within the Offshore Pacific AOI and in the SGaan Kinghlas-Bowie Seamount MPA. The data collected will be used to develop a better understanding of seamounts ecology as seamounts are important for the resilience of biodiversity and fisheries, and Canada identifies them as Ecologically and Biologically Significant Areas (EBSAs).

Benefits to Oceana:

Oceana is an independent charity committed to increasing biodiversity and abundance through science-based fisheries management. Oceana does this by running campaigns – leveraging law, science, grassroots mobilization and communications – designed to achieve specific policy outcomes that will make a difference for the health of our oceans.

Oceana benefits by achieving our goal to help protect and manage Canada's marine habitats and fishery resources. The Project will be used as a platform to advance leadership in habitat protection, garner national and regional media coverage (print, broadcast and online); expand a base of support among Canadians through compelling images, footage and storytelling and engage communities, local media and elected officials in celebrating and promoting the project and its findings.

Benefits to the Council of Haida Nation:

CHN benefits from this expedition and the partnership by expanding our understanding of deep sea ecosystems within the Haida Nation's territory, establishing and surveying the first long-term monitoring sites and transects at SGaan Kinghlas-Bowie Seamount MPA, and increasing public awareness about the unique, sensitive and diverse seamount ecosystems. The Project will also provide opportunities for engagement with Haida and other Haida Gwaii residents, including presentations by the partners in the communities of HlGaagilda Skidegate and Gaw Old Masset.

Benefits to Ocean Networks Canada Society:

This collaboration allows ONC to showcase its expertise in ocean data management utilizing Oceans 2.0, ONC's unique digital infrastructure that is recognized by the International Council for Science's World Data System. Oceans 2.0 is a unique and powerful data management system that collects data 24/7 and then delivers data easily and accessibly to defined users or openly over the Internet. This project is also an opportunity for ONC to continue to expand ocean ecosystem data in support of a long-term data

legacy about our ocean for Canadians and the global population. Furthermore, as ONC fosters youth engagement and education in science and builds capacity in communities for science-based decision-making and environmental monitoring, this initiative complements ONC's ability to enable meaningful, ongoing engagement with coastal Indigenous communities about their local ocean environment.

3. Term of Agreement and Amendments

- (a) The Agreement shall expire, unless terminated sooner in accordance with the termination provisions herein, on March 31, 2019 ('end of the Agreement').
- (b) While the Agreement is in effect, it may be amended at any time with mutual written consent of the authorized representatives of all the Parties.

4. Contributions by the Parties

- (a) The Parties contributions to the Project are outlined in the table below and are further detailed in Appendix B hereto:

Grand Totals of All Contribution Table	Organizations and CHN	DFO	Total Value
Fiscal year	In-Kind Contribution	In-Kind Contribution	
2018-2019	\$828,896	\$414,240	\$1,243,136

- (b) DFO will not make any financial contribution to the Organizations or CHN for the Project.
- (c) The Organizations and CHN will not make any financial contribution to DFO for the Project.

5. Ownership of Equipment

Any equipment, instruments, and supplies acquired by any Party under this Agreement shall belong to that Party.

6. Project Authorities

The Project Authority for DFO is:

Tammy Norgard
Offshore MPA Program Head, Marine Spatial Ecology and Analysis Section
Fisheries and Oceans Canada / Government of Canada
Telephone: 250-756-7005
E-mail: Tammy.Norgard@dfo-mpo.gc.ca

The Project Authority for Oceana Canada is:

Robert Rangeley
Director of Science
Oceana Canada
1701 Hollis St. Suite 800
Halifax, NS B3J 3M9

s.19(1)

Telephone: [REDACTED]

E-mail: [REDACTED]

The Project Authority for the Council of the Haida Nation is:

Molly Clarkson and Lais Chaves

Council of the Haida Nation

Box 98 Queen Charlotte

Haida Gwaii V0T 1S0

Telephone: 1.877.559.4468

Email: [REDACTED] and [REDACTED]

The Project Authority for Ocean Networks Canada is:

Kim Juniper

Chief Scientist

Ocean Networks Canada

University of Victoria

PO Box 1700 STN CSC 2300 McKenzie Avenue

Victoria, BC V8W 2Y2

Telephone: [REDACTED]

Email: [REDACTED]

Each of the Parties may, by written notice to the others, designate a new Project Authority.

7. Project Management

- a. Parties shall maintain close communication throughout the duration of this Agreement to ensure that the terms of this Agreement are being met and Project work is progressing on schedule or in an adjusted manner that is acceptable to all the Parties and confirmed in writing.
- b. The respective Project Authority or Authorities shall be the primary contact for the Parties in all matters related to the conduct of the Project.
- c. Amendments to this Agreement or revisions to the scope of work outlined in Appendix A to this Agreement made pursuant to section 3(b) of this Agreement shall be discussed by the Parties' respective Project Authority or Authorities, management teams and contracting/financial authorities prior to being made effective by written agreement signed by authorized representatives of all Parties.

8. Risk Management

- a. If a risk event identified in the Project Risk Analysis or any other unanticipated risk event occurs, the Parties will make reasonable efforts to implement appropriate mitigation measures, including those set out in the Project Risk Analysis.
- b. The Parties acknowledge that the occurrence of any risk event may require an extension to the Term of this Agreement or termination of this Agreement in accordance with section 16 "Termination".

9. Communications, Reports and Notices

- a. Communications relating to the technical and scientific aspect of the Project shall be in writing and shall be delivered to the Project Authorities.
- b. Notices, reports and other communications relating to this Agreement shall be in writing and shall be delivered to the Project Authorities.
- c. Each Party shall report to the others on the progress of Project-related work it is performing, and on any Results arising from work it has completed. Reporting in respect of work performed in any Fiscal Year shall take place at least once a year, no later than ninety (90) days following the end of the Fiscal Year.
- d. To ensure that Parties remain well informed and up-to-date on the Project, additional reports throughout the Fiscal Year may be provided as agreed by the Project Authorities.
- e. Within ninety (90) days following the expiration or early termination of this Agreement each Party shall, upon request, provide to the others a final report on Project-related work it has performed, such report to be in a mutually agreeable format, and to include Results arising from the work.
- f. If reasonably requested, the Organizations and CHN will assist DFO in completing an overall evaluation of the Project in accordance with the 'Project Evaluation' section of Appendix A.
- g. Each Organization shall promptly notify DFO, and provide full particulars, upon:
 - i. changing its corporate name;
 - ii. changing its controlling interests;
 - iii. filing for bankruptcy or involving itself in any insolvency proceedings;
 - iv. taking advantage of any statutes relating to the orderly payment of debts; or
 - v. being subject to criminal prosecution or convicted of a criminal offence.

10. Access to DFO Grounds and Buildings

The Organizations and CHN, including their employees and agents participating in the Project shall abide by all legislation, regulations, orders and policies with respect to access to DFO sites, vessels and buildings and utilization of facilities and equipment therein, including orders and policies related to security, health and safety, and shall not bring any people, equipment or any materials into DFO sites, vessels and buildings without the prior written consent of the DFO Project Authority.

11. Background Information, Results and Intellectual Property Rights

The Parties' agreements relating to Background Information, Results and IP rights are set out in Appendix D.

12. Biological Material

Biological Material produced from Project-related activities, Biological Material provided by the Organization to DFO under this Agreement and Biological Material issued therefrom shall be subject to the provisions of Appendix E.

13. Dispute Resolution

If any dispute other than a matter of public law arises between the Parties in connection with or arising out of this Agreement, the Parties shall use their best efforts to settle any such dispute by amicable negotiations. If the Parties fail to resolve the dispute within a period of thirty (30) days or such greater period as may be mutually agreed, then either Party may refer the dispute to mediation under the Arbitration Act of BC. The Parties agree to have any mediation conducted in Vancouver, British Columbia. The decision rendered by the arbitrator shall be final, executable, not subject to appeal and binding on the Parties, except where the decision of the arbitrator concerns matters of constitutional or public law.

14. Indemnification

- a. Each Party (referred to as "Indemnifying Party" for the purpose of this section) hereby agrees to defend, indemnify and hold the other harmless from and against all claims, legal actions or causes thereof, liabilities and costs arising from the negligence or willful misconduct of the Indemnifying Party's employees or agents in connection with the implementation of this Agreement provided that the Party to be indemnified gives prompt notice of the claim to the Indemnifying Party, and provides all relevant information and reasonable assistance, as requested.
- b. The obligations herein will subsist after expiration or termination of this Agreement in respect of any cause or event connected with any activity undertaken by the Indemnifying Party, or by its employees or agents prior to the expiration or termination of this Agreement.

15. Insurance and Risks

- a. The Government of Canada underwrites its own risks, including the risk of liability for the acts or omissions of its officers and employees while they are acting within the scope of their employment with DFO.
- b. The Organizations and CHN warrant and represent that they have adequate liability insurance to cover its officers, employees and agents participating in the Project.
- c. Each Party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts and negligent omissions of that Party and its officers, employees and agents participating in the Project.

16. Termination

- a. Each Party may terminate this Agreement by notice to the others without liability, and each Party hereby waives its rights to initiate any proceedings against the terminating Party or Parties, if:
 - i. a Party breaches any terms or conditions of this Agreement and does not rectify the breach within thirty (30) days after being notified in writing of the breach; or
 - ii. a Party fails to perform the Project in accordance with Appendix A and does not rectify the matter within thirty (30) days after being notified in writing of the specific rectifications required; or
 - iii. a Party has submitted or submits false or misleading information in respect of the Project or in respect of the its obligations pursuant to this Agreement, such termination to take effect immediately after the notice date; or

- iv. resources that the terminating Party is expected to contribute to the Project (in DFO's case 'resources' include resources that are subject to appropriations approved by Parliament) are reduced or not available, unless the Party agrees to amend this Agreement to address the reduction in resources, such termination to take effect thirty (30) days after the notice date; or
 - v. a risk event identified in the Project Risk Analysis or any other unanticipated risk event jeopardizes the scientific integrity of the Project or prevents the Project from being completed within a reasonable period of time despite mitigation measures that may be implemented.
- b. DFO may terminate this Agreement by notice to the Organizations and CHN without liability, and the Organizations and CHN hereby waives their rights to initiate any proceedings against DFO or Canada, if:
- i. the Organizations and CHN are insolvent, in receivership, bankrupt, file for bankruptcy, or are involved in any act of bankruptcy or any bankruptcy proceeding, such termination to take effect immediately after the notice date; or
 - ii. the Organizations and CHN is subject to criminal prosecution or are convicted of any criminal or regulatory offence under any law, order or regulation of Canada or the provinces or of a duly constituted authority thereof, or convicted as an accessory to any such offence, such termination to take effect immediately after the notice date.
- c. Expiration or termination of the Agreement and termination of a Party's or Parties' participation in this Agreement shall not relieve the Parties from their obligations that came into being when this Agreement was in force, including the obligations provided for in the section entitled 'Communications, Reports and Notices' and the sub-section entitled 'Indemnification', as set out in Appendix D, in respect of Background Information, Results and Intellectual Property Rights.
- d. Failure by a Party to notify the other Parties of a breach of this Agreement or of any other circumstances possibly warranting termination of this Agreement, or to terminate this Agreement because of such breach or such other circumstances shall not constitute an acceptance of the breach by that Party or a waiver of its right to terminate this Agreement in accordance with its provisions, and, if applicable, to recover from the other Party any sums due under this Agreement.

17. Canadian Environmental Assessment Act

The Parties agree that, if applicable, the Project will be assessed and approved in accordance with the *Canadian Environmental Assessment Act* prior to commencing the Project.

18. Canadian Council on Animal Care

The Parties agree that, if applicable, the Project will be assessed and approved in accordance with the standards of the Canadian Council on Animal Care. DFO will engage the Animal Care Committee within DFO to ensure compliance with this provision prior to commencing the Project.

19. Data Management

- a. Data will be collected during the Project expedition by the Parties and will be managed by the Parties responsible for collection until such time that it is submitted to a long-term archive.
- b. On board data transmission will be supported by satellite connectivity and logging as follows:
 - i. Real-time connectivity from ship-to-shore will be provided by a satellite system mounted on the vessel. Maintenance of this system is beyond the scope of this agreement.
 - ii. The video stream from the ROV will be transmitted to a ground station on shore as permitted by satellite connectivity.
 - iii. The transmitted stream will be recorded at ONC to support data ingestion.
 - iv. Operational logging will be supported by the provision of a stand-alone SeaScribe system (supplied by ONC) on the vessel for video annotation.
 - v. During at-sea operations, ONC will provide on-call support for the logging system during regular business hours (Monday-Friday, 8:30am-4:30pm PDT).
- c. Instrument data collected during the expedition (including ship and submersible navigation data, underwater video and imagery, logging annotations collected by the SeaScribe system, CTD (conductivity-temperature-depth) data, and bathymetric data) will be in a format easily ingestible in the Oceans 2.0 Data Management archive to permit archival at a future date if desired by the Parties. Relevant metadata will be supplied by the Parties to ONC in order to permit archival.
- d. Data collected by the autonomous offshore MPA monitoring system (mooring) will be in a format easily ingestible in the Oceans 2.0 Data Management archive to permit archival at a future date if desired by the Parties. Relevant metadata will be supplied by the Parties to ONC in order to permit archival.
- e. ONC will be responsible for the long-term data management of data in accordance with the terms in Appendix F.

20. Communications

- a. The Parties will coordinate communication and identify communication leads. Leads will coordinate approval on behalf of and in coordination with their respective Party.
Communication leads are as follows:
 - i. DFO: Caroline McNicoll,
 - ii. Oceana: Kara-Ann Miel,
 - iii. CHN: Molly Clarkson
 - iv. ONC: Leslie Elliott.
- b. The Parties shall develop a Communications Plan which shall describe the strategy, timing, media, and messaging of communications related to the Project expedition.
- c. The Parties agree to acknowledge each other's contribution in any public communications related to and/or resulting from work carried out under this Agreement. No Party may use

any symbol or mark of any other Party without the express written permission of the other Party.

- d. The Parties shall develop key messages for the Project, and if required, to be accompanied by directions on language and information that can and cannot be used.
- e. Each partner will be named in publications, speeches, press releases, websites or other communication material related to this Project. This shall be done in a manner compliant with each organization's brand guidelines as outlined below:

- i. **DFO**

- Canada's Federal Identity Program - Policy on Communications and Federal Identity: <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=30683>
 - Federal Identity Program Manual: <https://www.canada.ca/en/treasury-board-secretariat/services/government-communications/federal-identity-program/manual.html>

- ii. **Oceana Canada**

- Brand Guidelines: http://www.oceana.ca/sites/default/files/brand_guidelines_12-30-14_low-res.pdf

- iii. **Oceann Networks Canada**

- Brand Guidelines: http://www.oceannetworks.ca/sites/default/files/pdf/ONC_Brand%20Guide%20for%20Media.pdf
 - Logos: <http://www.oceannetworks.ca/media-relations/logos>

- iv. **Council of Haida Nation**

- Consistent and correct use of the CHN logo is an important aspect in maintaining the integrity of the artwork and to convey a uniform identity of the Nation. The logo must not be altered or adjusted in any way.
 - To ensure the use of the logo is consistent with the artists' agreement, approval for using the logo on all products is required by the artist or a person designated by the artist. Sign-off by the artist (or a delegated authority) of the final product artwork will ensure the integrity of the design through the various types of reproduction and on different products.
 - The logo can be used with or without type. Do not use *Council of the Haida Nation* use only Haida Nation with the logo.
 - If the logo is to be used at a small scale ensure that the logo and type are crisp and legible on the final product, this is especially important when publishing to the web or on products other than paper.
 - General Considerations:
 - Do not change the order of the logo when using type, use the attached style guide;
 - Do not distort the logo;
 - Do not use backgrounds which lessen the impact of the logo;
 - Do not add punctuation or symbols to the logo;
 - Do not apply any colour other than the approved colours.

- f. Each partner will share a copy of all communication and education products that acknowledge the partnership; product sharing is intended for informative purpose only. Changes will only be considered if there is misinformation or misrepresentation of a partner in the material. In official public or academic presentations and on any websites referencing the project, all visual identifiers (i.e., logos, etc) should be given equal emphasis.
- g. All public materials, including but not limited to social media, education materials, videos, photos and web material issued by the Parties specific to the Project must be produced in line with pre-approved key messages and content calendar. Press release are addressed in section 20h. It has been agreed that public mention/promotion of the expedition can commence prior to the expedition as of June 5 2018 (proposed timeline):
 - Mid-May: Publicly sharing content on expedition in general terms, once partners are announced by Ocean Exploration Trust (OET) (operator of EV Nautilus)
 - End of May: Collaborative agreement signed
 - June: First joint partner public announcement /news release of expedition (from all the partners – one release)

If content is produced that is outside of agreed upon key messages, partners agree to five day turnaround time for input and recommendations.
- h. Initial partner announcement press release (once the collaborative agreement has been signed) will be drafted by Oceana Canada, expedition partners will have 10 days for input and approval. Individual releases from an expedition partner will be circulated to all partners with 2 days for recommendations.
- i. All video footage and still photography taken by or for Oceana, DFO or any of the other Parties or affiliated companies shall be made available to the other Parties involved and will be credited as per agreed-upon crediting wording described in the Communications Plan.
- j. After consultation with the other Parties, any Party may cease all public recognition activities for, inter alia, security, programming or other compelling reasons. The Parties will consult each other to determine when the public recognition activities may resume.
- k. For any manuscripts intended for publication in peer-reviewed or conference venues which includes a Party as a co-author, the lead author must notify the other co-authors and provide an opportunity for them to review the manuscript prior to publication. Submission of the manuscript must be approved by all co-authors prior to submission. Approval will not be unreasonably withheld.
- l. The Parties agree that if DFO's involvement in the Project is mentioned in any communication or announcement to the public, with the exception of social media and materials for community use, the communication or announcement will be made in both official languages.
- m. No reference to Haida cultural and spiritual practices, relationship to the environment, or way of life must be made by DFO or the Organizations in any publication contemplated by or related to this Agreement, be it written, oral, or otherwise, including, but not limited to:

- i. public communications or announcements;
- ii. produced video footage and still photography for campaign purposes; and
- iii. published manuscripts;

unless such reference is first reviewed and consented to by the CHN, as applicable. Such review will be coordinated by the CHN communication lead must be completed within 10 business days of receipt of the proposed publication by the CHN communication lead.

- n. The obligations of the Parties in this Section ("Communications") shall survive the expiration or early termination of this Agreement.

21. General

(a) Entire Agreement

This Agreement, including the appendices appended hereto which form an integral part of this Agreement, sets forth the entire agreement among the Parties hereto concerning the Project and supersedes and revokes all negotiations, arrangements or communications, of any nature whatsoever whether they be verbal or in writing, among the Parties or their authorized representatives or any other person purporting to represent DFO, CHN and the Organizations.

(b) No Agency

Nothing contained in this Agreement shall be considered or construed as creating a relationship of partners, principal and agent, lessor and lessee, licensor and licensee (except with respect to Intellectual Property, in accordance with Appendix D) or of employer and employee among the Parties. In particular, each Party shall be solely responsible for any and all payments and/or deductions required to be made including those required for Canada Pension Plan, Employment Insurance, Workers' Compensation, or Income Tax for all its employees participating in the Project, and for any and all fees payable to its agents participating in the Project. In addition, each Party shall be solely responsible for the supervision, scheduling of work and tasking for its employees and agents participating in the Project.

(c) Member of Parliament

The Organizations shall ensure that no member of Parliament is admitted to any share or part of this Agreement or to any benefit that may arise from it.

(d) Former Public Servants

The Organizations and CHN shall ensure that any former public office holder who is currently employed by or an agent of any of the Organizations or CHN is in compliance with the post-employment provisions of the Fisheries and Oceans Canada Values and Ethics Code, which is posted at <http://www.dfo-mpo.gc.ca/reports-rapports/vicr-virc/vicr-virc2012-eng.htm> or comparable Treasury Board or other federal government department code.

(e) **Laws in Force**

This Agreement shall be interpreted in accordance with federal laws of Canada and the laws in force in the Province of British Columbia.

(f) **Location**

The Project shall be performed within the Pacific Offshore Area, with the majority of the work taking place within the Large Offshore AOI and within SGaan Kinghlas-Bowie Seamount MPA.

(g) **Force Majeure**

No breach of an obligation under this Agreement by any of the Parties shall be deemed a breach of this Agreement or create any liability if such breach arises from any cause or causes beyond the control of such Party including, without limitation, fire, natural disaster, inclement weather, power failures, accident, war, rebellion, insurrection, riot and invasion provided that the Party remedy such breach resulting from one of the above causes as soon as it is practicable after the occurrence of one or more of the above causes, as appropriate.

(h) **Severability**

Should a court of competent jurisdiction hold that any provision of this Agreement is invalid, illegal, or unenforceable, such provision shall be considered severed from this Agreement and all other provisions of this Agreement, and all rights and obligations therein shall continue to be in force and effect.

(i) **No Assignment**

No Party may assign this Agreement, in whole or in part, without the prior written consent of the other Parties.

(j) **Official Languages**

This Agreement was prepared in English at the request of the Parties.

(k) **Lobbying Act**

The Organizations and CHN must ensure that any person lobbying DFO, any other federal department or any federal agency on behalf of the Organization is registered pursuant to and in compliance with the *Lobbying Act*.

(l) **Time of Essence**

Time is of the essence of this Agreement.

(m) **Representation and Warranty**

The Organizations and CHN represents and warrants that it is not under a disability to contract with Her Majesty as set out in section 750 of the Criminal Code of Canada.

IN WITNESS WHEREOF this Agreement has been executed by DFO, the Organizations and First Nations through their duly authorized representatives.

Oceana Canada



Josh Laughren
Executive Director

June 29 2018

Date

Her Majesty the Queen in Right of Canada,
as represented by the Minister of Fisheries
and Oceans

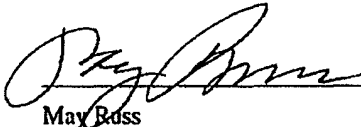


Carmel Lowe
Regional Director Science, Pacific Region

JUN 25 2018

Date

Council of the Haida Nation



May Russ
Administrator

Jun 27 2018

Date

Ocean Networks Canada Society



Kate Moran
President, CEO

June 29/18

Date

Appendix A: The Project

General description, purpose and expected results

The Project will explore the Offshore area of British Columbia in July 2018 aboard the EV Nautilus, using Remotely Operated Vehicle (ROV) and multibeam technology. The data collected as part of this expedition will contribute scientific evidence to protect habitats with high conservation value to marine biodiversity and to support marine planning and management initiatives, including the Offshore Pacific Area of Interest ("AOI") and the SGaan Kinghlas-Bowie Seamount Marine Protected Area ("MPA"). Taken together, these are areas with:

- i. Ecological significance yet limited data; and,
- ii. Significance to the Haida Nation for sustaining cultural, social and spiritual practices within Haida Territory.

This project is a collaboration of Oceana Canada, and Fisheries and Oceans Canada, Ocean Networks Canada, and the Council of the Haida Nation.

Project objectives specific to scientific research include:

1. Undertake broad scale ROV and multibeam bathymetry surveys of Explorer and Dellwood Seamounts;
2. Deploy a pilot autonomous offshore MPA monitoring system in the cold-water coral and sponge gardens on Dellwood Seamount;
3. Survey the potential hydrothermal vents on Dellwood Seamount;
4. Survey and document the geomorphology, species distributions, community structure, and observable anthropogenic impacts on the seamounts; and
5. Establish long-term monitoring sites on SGaan Kinghlas-Bowie Seamount;
6. Develop species and habitat distribution models for marine spatial planning processes.

Project objectives specific to communications include:

1. Develop and implement an integrated communications plan with earned and social media, video production, paid promotion and events that highlight the expedition and partners; engages Canadians in the importance of marine conservation, habitat protection and fisheries recovery; and provides opportunities to come together to discover, celebrate and protect Canada's oceans.
2. Canadians learn more about and understand the connection between ocean ecosystems, human activity and how much we rely on healthy oceans and feel compelled to promote effective conservation and protection of unique seafloor features and the ecosystems they support.

This Project will also:

1. Garner local, regional, and national media coverage (print, broadcast, online), highlighting the importance of habitat protection coupled with scientific facts and interesting aquatic life;
2. Profile the expedition partners and individuals within the partnership.
3. Showcase innovative ocean observing technology gathering benchmark open source data to inform long-term ecosystem monitoring and scientific research.
4. Expand knowledge of the marine environment through compelling images, footage and storytelling (high-quality video/photography).
5. Build support for the conservation of marine environments – specifically seamounts – among Canadian and international audiences.

Technical Description of the Project

This Partnership will visually survey three offshore Pacific seamounts using the 4000-m rated Hercules ROV. Seamounts are important for the resilience of biodiversity and commercially fished species, and Canada identifies them as Ecologically and Biologically Significant Areas (EBSAs). Current Canadian seamount conservation areas include the SGaan Kinghlas-Bowie (SK-B) Seamount MPA and the large Offshore Pacific Seamount and Vents Closure, both of which will be surveyed during this expedition.

This survey will undertake broad scale ROV and multibeam bathymetry surveys of Explorer and Dellwood Seamounts, situated within the Offshore Pacific Area of Interest, and of the Seamounts within the SGaan Kinghlas-Bowie MPA. Also this survey will establish an MPA monitoring site on Dellwood Seamount. The expedition's broad-scale survey activities will produce multi-beam bathymetry maps of the seamounts, and provide information on the depth and topographic distribution of Vulnerable Marine Ecosystems, in particular sponge and deep-sea corals. At a selected sponge/coral site on Dellwood Seamount, we will deploy an Autonomous Offshore MPA Monitoring System to acquire environmental data (temperature, salinity, depth, dissolved oxygen, currents). The resulting year-long time series will provide insight into seamount habitat variability at the intra-annual scale, and establish a baseline for evaluating long-term change. A similar approach to MPA monitoring is being implemented at the Endeavour Hydrothermal Vents MPA where cabled sensor platforms continuously record environmental data. At the monitoring site on Dellwood Seamount, the project will also conduct high resolution surveys of the benthic ecosystem to optimize placement of the monitoring system, provide context for interpreting monitoring data, and establish benchmarks for documenting future ecosystem variability and attainment of conservation objectives. These surveys will include precision acoustic navigation and overlapping ROV video transects to support reconstruction of species-habitat relationships using tools such as image mosaicking. High-resolution spatial data will be congruent with the larger-scale bathymetric, habitat and ecosystem distribution maps produced by the cruise. As at the Endeavour MPA, these nested maps, together with environmental data, will enable the analysis of ecosystem change at the monitoring site to identify relationships with local processes and other processes acting at the scale of the entire MPA. For example, time series information from Dellwood Seamount will support future, evidence-based evaluation of ecosystem responses to fisheries closures and potentially confounding influences such as the ongoing expansion of the Oxygen Minimum Zone in the northeast Pacific.

Deliverables

1. Data collected will include: imagery data from three seamounts within the Pacific Offshore Bioregion. High resolution video imagery data collected as well as the associated conductivity-temperature-depth data and navigational data collected by the vessel and ROV systems. Data will be archived and stored by ONC with the video data publicly accessible through the SeaTube application in accordance with Appendix F. Multibeam data will be collected in all areas where multibeam surveys have not previously been completed.
2. Image analysis of species and habitat data to enhance understanding of the sensitive benthic communities and vulnerable marine ecosystems.
3. A variety of communication products with messages related to marine conservation, technology, biological diversity, seamount habitat and species information that:
 - Create compelling narratives for telling the oceans story to Canadians and connecting Canadians to areas that are rarely visited or experienced by the general public.
 - Enhance the profile/brand of the parties by connecting to an interesting collaborative expedition and to the interesting and captivating , species and habitats being explored.
4. In addition, surplus video and stills collected throughout the project will be used to continue to tell a story after project completion by individual partners. Raw video footage (underwater footage and on deck footage) produced by Ocean Exploration Trust (OET) personnel will be available to

partners in the manner stated in the OET contract with ONC and will be credited as Pacific Seamount Expedition 2018 Partners. Each partner is responsible for using OET visual assets to produce post-expedition communication content (videos, etc) for their own organization or Nation's purposes. Approval process for post-expedition produced content will adhere to approval guidelines outline in section 20.

Work Plan: Timelines, Milestones and Work Responsibilities

Date/ Period	Milestones	Responsible Party
June 2018	Complete a draft cruise plan for circulation to all parties	DFO
June 2018	Partners Joint Communications Operations Plan Elements will include: <ul style="list-style-type: none"> • Communications principles and guidelines (eg.approval times) • Joint communications objectives • Approved partner key messages • Content calendar including joint releases and, to the extent possible content themes for each day) • Key communications contacts • Appendices: Each organizations branding guidelines • Each organization's communication plan, language or cultural guidelines (Haida Nation) 	All
July 5 to 21	Expedition Dates: Departing Victoria July 5, Explorer, Dellwood and Bowie Seamounts. Returning Victoria July 21st.	All Parties
Summer/Fall 2018	Community outreach and events	All Parties
February 2019	Collaborative Agreement Final Reporting	All Parties

Project Evaluation

Evaluation of the Project will be performed by DFO, in consultation with the Organizations and CHN if required by DFO, and will address the performance indicators proposed below or other indicators as applicable.

- 1) Did the intended activities take place within scope and within budget?
- 2) Were the resources allocated efficiently and effectively, or, given the results, would a different allocation have been more appropriate, and, if so, will be considered for any potential future projects as applicable?
- 3) Were the milestones achieved?
- 4) Were the deliverables of the project delivered?
- 5) Did the collaboration achieve its purpose?

- 6) Were there any difficulties encountered within the performance of the project and, if so, how were they managed to achieve resolution?

Appendix B: Project Expenditures

Budget Summary

Detailed Expenditures Table	Oceana	ONC	CHN	DFO	Total Value
Description	In-Kind Contribution	In-Kind Contribution	In-Kind Contribution	In-Kind Contribution	
Salary – Term employees	\$0	\$0	\$0	\$13,752	\$13,752
Salary – Indeterminate employees	\$70,000	\$103,348	\$9,500	\$33,183	\$216,031
Overtime	\$0	\$0	\$1,728	\$38,483	\$40,211
Benefits (e.g. 20% of Salary)	\$0	Included above	\$1,900	\$17,074	\$18,974
Salary – Casual employees	\$0	\$0	\$0	\$0	\$0
Consultant Contract	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$320	\$0	\$0	\$320
Material	\$0	\$500	\$0	\$5,000	\$5,500
Post expedition analysis Contracts	\$0	\$0	\$0	\$0	\$0
Travel	\$10,000	\$2,800	\$1,800	\$1,500	\$16,100
Facilities	\$0	\$0	\$0	\$0	\$0
Other Expenses – Insurance	\$0	\$0	\$0	\$0	\$0
Other Expenses – Catering and local arrangements	\$0	\$2,000	\$1,500	\$0	\$3,500
Other Expenses – promotional assets	\$7,100	\$250	\$0	\$0	\$7,350
Other Expenses – communications, web site	\$8,900	\$0	\$0	\$0	\$8,900
Other Expenses – media pitching	\$7,000	\$0	\$0	\$0	\$7,000
Other Expenses – IT/Data storage	\$0	\$250	\$0	\$5,000	\$5,250
Vessels and Mooring costs within a Contribution agreement between DFO and ONC signed off on March 1, 2018.	\$160,000	\$440,000	\$0	\$314,000	\$914,000
Totals	\$263,000	\$549,468	\$16,428	\$414,240	\$1,243,136

Also, this budget and agreement does not include the costs for ship time and building of mooring that are within a separate Contribution agreement between DFO-ONC which was approved and signed off on March 1, 2018. The below costs have been added into the budget.

- o ONC Contribution in 2018-2019 for funding vessel costs - \$440,000
- o DFO Science contribution in 2018-2019 for funding vessel costs - \$314,000
- o Oceana funding \$160,000 for the cost of building the mooring for deployment at Dellwood seamount.

Grand Totals of All Contributions Table

Grand Totals of All Contribution Table	Organizations and CHN	DFO	Total Value
Fiscal year	In-Kind Contribution	In-Kind Contribution	
2018-2019	\$828,896	\$414,240	\$1,243,136

Appendix C: Risk Management

Project Risk Analysis

Activity or Deliverable	At-sea mission		
Description of risk event and its consequences	Inclement weather resulting in inability to deploy the camera.		
	Likelihood	Impact	Risk Rating
	Low	Medium	Medium
Mitigation measures	The cruise plan will prioritize sampling locations within each area of operation so that an agreed upon plan is in place prior to sailing should any of the objectives be compromised by inclement weather.		
Responsible Party	DFO and Parties		

Activity or Deliverable	Data collection		
Description of risk event and its consequences	Onboard issues occur with satellite live feed and/or video system which cause interruptions in video transmission		
	Likelihood	Impact	Risk Rating
	Medium	Low	Medium
Mitigation measures	<p>1 A recording system onboard will ensure that no data is lost although video streaming may be interrupted.</p> <p>2 Any live events will have an on-site facilitator.</p>		
Responsible Party	DFO and Parties		

Table to determine Risk Rating

Impact	5. Extreme				
	4. Very High			High	
	3. Medium		Medium		
	2. Low	Low			
	1. Negligible				
Likelihood					
	1. Rare	2. Unlikely	3. Low	4. Likely	5. Almost Certain

Appendix D: Background Information, Results and Intellectual Property Rights

1. Background Information¹

- 1.1. Each Party ("Disclosing Party") shall promptly disclose to the other ("Receiving Party") any Background Information in its possession that is required by the Receiving Party to perform any Project activities for which the Receiving Party is responsible, excluding Background Information subject to third-party intellectual property rights. The Disclosing Party retains its rights in any Background Information disclosed to the Recipient Party.
- 1.2. Background Information disclosed by either Party shall be deemed confidential. However the confidentiality of Background Information disclosed orally shall expire fifteen (15) days following disclosure unless transferred in tangible form to the Receiving Party within that period of fifteen days. A Receiving Party may not disclose to third parties in any way whatsoever confidential Background Information of the Disclosing Party without the prior written authorization of the Disclosing Party.
- 1.3. The confidentiality obligations in article 1.2 above shall not apply to Background Information that is or falls lawfully in the public domain, that was lawfully in the possession of a Receiving Party prior to receiving it from a Disclosing Party, or that is received by a Receiving Party from a third party not bound by any confidentiality obligations.
- 1.4. Any confidentiality obligation with respect to Background Information shall remain in effect until such time as the information becomes public pursuant to the terms of this Agreement.

2. Results²

- 2.1. The Parties understand and agree that any Results arising under this Agreement should be managed in the best interest of the Parties.
- 2.2. Each Party shall promptly inform the other of any Results it generates and provide to the other Party all technical information that may be necessary to enable that Party to use those Results.
- 2.3. Any Party is free to publish any Results provided it ensures that data integrity is preserved in the publication, and that the publication does not jeopardize the authorship interest of the other Parties' employees or the IP rights of the other Party.
 - (a) If a Party ("Publishing Party") wishes to publish any Results, it shall submit these Results to the other Parties for review. The other Parties may, within thirty (30) days of the receipt of the Results, request the Publishing Party, by written notice, to withhold publication of the Results or any portions thereof, for a reasonable time, for the purpose of securing its employees' authorship interest and protecting IP rights. The Publishing Party shall comply with the request. Any obligation to withhold disclosure of Results may not exceed one year from the date of the notice, or one year following the expiration or early termination of this Agreement, whichever date is the earliest.
 - (b) For any manuscripts intended for publication in peer-reviewed or conference venues which include a Party as a co-author, the Party must notify the other Parties and provide the other Parties the opportunity to review the manuscript prior to publication. Submission of

¹ "Background Information" is defined in section 1 of this Agreement.

² "Results" is defined in section 1 of this Agreement.

the manuscript must be approved by all Parties prior to submission. Approval will not be unreasonably withheld. Publications based on publicly-accessible data which do not include a Party as a co-author are beyond the scope of this agreement.

- 2.4 The Parties will establish a joint data management and result dissemination working group to coordinate the interpretation and communication of scientific results.

3. Intellectual Property ("IP") Rights³

3.1. Ownership of IP rights in Results

- (a) DFO owns the IP rights in Results generated solely by its employees.
- (b) The Organizations and CHN own the IP rights in Results generated solely by their respective employees and shall otherwise be free to determine ownership of such IP rights.
- (c) The IP rights in Results generated jointly by employees of the Parties will be jointly owned by the Parties ("Joint IP"), and will be managed according to section 4.
- (d) Notwithstanding any conflict with any other provision in this Agreement, a student of any of the parties who may be involved in the Project retains the copyright in any research report, Masters or PhD thesis subject only to the confidentiality provisions herein.

3.2. Licensing of IP rights in Results

- (a) Any Party that owns IP rights in Results hereby grants to the other a non-exclusive, non-transferable, royalty-free and paid-up licence in respect of such IP rights and for the duration of the IP rights, allowing the other Parties to use, reproduce, modify and translate the IP and any parts thereof for non-commercial research purposes only.
- (b) The Organizations and CHN may request from DFO, a licence to use, reproduce, modify and translate DFO-owned IP rights for commercial purposes. The request shall be in writing and shall be delivered to DFO no later than three (3) months following the expiration or early termination of this Agreement. The Parties shall negotiate the terms and conditions of such a licence in good faith; however if they can't agree within three (3) months following the beginning of licence negotiations, or at such later time as they may agree, DFO will no longer be obligated to continue licence negotiation with any of the Organizations or CHN.

3.3. Patenting of inventions derived from Results

- (a) The Parties shall fully cooperate with each other and assist each other free of charge in the preparation and filing of patent applications related to inventions associated with any Results however no Party may file patent applications incorporating Results of the other Parties without the prior written permission of that Party.
- (b) Each Party shall promptly provide to the other Parties a copy of every patent application that it files in relation to any such inventions.
- (c) Each Party shall execute such conveyances or other documents as reasonably required for the filing, prosecution and maintenance of any patent applications and for defending any

³ "Intellectual Property" or "IP" is defined in section 1 of this Agreement.

issued patents related to such inventions; however, no Party shall be obligated to incur any costs in relation to any such patent applications or any such patents.

4. Management of Joint IP

- 4.1. The Parties agree that Joint IP shall be managed by the Party that has contributed the most to such Joint IP ("IP Manager"). The IP Manager shall determine any disclosure, protection, reproduction and commercialization of the Joint IP taking into consideration the other Party's interests and internal policies, except if the Joint IP consists of an invention or software in which case section 4.3 shall also apply.
- 4.2. It is agreed that the IP Manager may assign management of a Joint IP to another Party who upon accepting the assignment becomes the IP Manager of such Joint IP.
- 4.3. With respect to Joint IP consisting of an invention or software that has a significant commercial potential, the Parties agree to co-operate in good faith to develop a detailed management plan relating to the protection and commercialization of the Joint IP, while ensuring that the Parties' mutual interests in the Joint IP are protected.

5. Term of Application

- 5.1. The obligations of the Parties that came into being when the Agreement was in force, shall survive the expiration or termination of the Agreement and the termination of a Party's or Parties' participation in this Agreement.

Appendix E: Provisions related to Biological Materials

- 1) Biological Material produced from Project-related activities performed by any Party shall belong to that Party.
- 2) Ownership of Intellectual Property related to Biological Material produced from the Project shall be determined in accordance with the provisions of Appendix D.
- 3) If DFO receives any Biological Material from the Organizations or CHN, DFO will not return the Biological Material unless requested, in writing, any time while this Agreement is in effect, in which case DFO will return to the Organizations and CHN any such Biological Material that is no longer needed for the Project and remaining in its possession, subject to the following provisions:
 - a) DFO shall not be responsible for the condition of the Biological Material or the death of animals that DFO receives from the Organizations or CHN;
 - b) DFO shall not be obligated to return to the Organizations or CHN any deceased animals or any Biological Material which, in DFO's opinion, presents a health or environmental risk; and
 - c) The Organization or CHN pays to DFO upon request all DFO costs related to the transfer of the Biological Material back to the Organizations or CHN.

Appendix F: Data Agreement

Start Date: July 5, 2018. End Date: Not applicable

ONC Point of Contact: Reyna Jenkyns

Summary

The Parties agree that some long-term management of the data arising from the Project will be conducted by ONC using the Oceans 2.0 data management system. The limitations of the data management responsibilities are as described in this Appendix.

Data Archival

ONC will archive only the real-time ROV dive video stream and logging data transmitted live via satellite and received at the ONC data centre. Archival of other data types included below is beyond the scope of this Agreement, although the data will be collected in a format consistent with archiving at a later date subject to a separate agreement.

Ownership and Attribution

Party	Role	Resource
DFO	Owner	ROV dive video, dive annotations, ROV navigational data, Ship navigation data, ROV CTD data, bathymetry data, mooring data
Oceana	Owner	ROV dive video, dive annotations, ROV navigational data, Ship navigation data, ROV CTD data, bathymetry data, mooring data
CHN	Owner	ROV dive video, dive annotations, ROV navigational data, Ship navigation data, ROV CTD data, bathymetry data, mooring data
ONC	Owner; Custodian; Distributor	ROV dive video, dive annotations, ROV navigational data, Ship navigation data, ROV CTD data, bathymetry data, mooring data
ONC	Owner	Any resulting derived data products

ONC will display attributions in metadata records that accompany data products. An ONC organizational logo will be applied to data product visualizations.

Resource Usage and Restrictions

The Parties will grant all other Parties royalty free, world-wide, perpetual, non-exclusive, non-transferable rights to use the Data for non-commercial purposes.

ONC shall obtain prior written consent from the Parties before using the Data for commercial purposes, for which consent will not be unreasonably held.

The Parties will agree to ONC's data policy.

Resource Distribution and Maintenance

The Parties will provide instrument and expedition metadata and documentation in advance of the expedition to support live video streams, dive logging, and deployment of the autonomous offshore MPA monitoring system (mooring).

DFO will start providing ONC electronic copies of the Data by 2018-06-01, and complete transfer of dataset by 2018-09-30.

ONC will provide support in maintaining the Data on an "as needed" basis.

Data archival will be complete by September 30, 2018.

Termination Conditions

The obligations of the Parties in this Appendix ("F: Data Management ") shall survive the expiration or termination of the Agreement and the termination of a Party's or Parties' participation in this Agreement.